



Order Filed on August 3, 2022
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**Caption in Compliance with
D.N.J.LBR 9004-1**

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Formed in the State of Florida

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*Attorney for Specialized Loan Servicing LLC as
servicing agent for Wilmington Savings Fund
Society, FSB as Owner Trustee of Rose Quartz
Trust*

In re:

Mario Marquez

Debtor.

Chapter 13

Case No. 21-19530-SLM

Hearing Date: July 27, 2022

Judge Stacey L. Meisel

CONSENT ORDER RESOLVING MOTION TO VACATE AUTOMATIC STAY

The relief set forth on the following pages is hereby **ORDERED**.

DATED: August 3, 2022

A handwritten signature in cursive script that reads "Stacey L. Meisel".
Honorable Stacey L. Meisel
United States Bankruptcy Judge

Debtor: Mario Marquez
Case No.: 21-19530-SLM
Caption of Order: **CONSENT ORDER RESOLVING MOTION TO VACATE
AUTOMATIC STAY**

THIS MATTER having been opened to the Court upon the Motion to Vacate Automatic Stay (“Motion”) filed by Specialized Loan Servicing LLC as servicing agent for Wilmington Savings Fund Society, FSB as Owner Trustee of Rose Quartz Trust (“Creditor”), whereas the post-petition arrearage stated in the Motion is in the amount of **\$2,434.08**, and whereas the Debtor and Creditor seek to resolve the Motion, it is hereby **ORDERED**:

1. The automatic stay provided under 11 U.S.C. §362(a) shall remain in effect as to Creditor’s interest in the following property: **18 Schuyler Ave., Kearny, New Jersey 07032** (“Property”) provided that the Debtor complies with the following:

- a. On or before July 31, 2022, the Debtor shall tender a lump sum in the amount of **\$2,434.08** directly to Creditor; and
 - b. In addition to the above, the Debtors shall resume making the regular monthly payments to Creditor as they become due beginning with the **July 1, 2022** payment.
2. All direct payments due hereunder not otherwise paid by electronic means and/or automatic draft, shall be sent directly to Creditor at the following address: **Specialized Loan Servicing LLC, 6200 S. Quebec Street, Suite 300, Greenwood Village, CO 80111.**

3. The Debtor will be in default under the Consent Order if the Debtor fails to comply with the payment terms and conditions set forth in above paragraphs and/or if the Debtor fails to make any payment due to Creditor under the Chapter 13 Plan.

4. If the Debtor fails to cure the default within thirty (30) days from the date of default, Creditor may submit a Certificate of Default to the Court on fourteen (14) days’ notice to counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11

U.S.C. § 362(a) and permitting Creditor to exercise any rights under the loan documents with respect to the Property.

5. Creditor is awarded reimbursement of attorney fees and costs in the amount of \$350.00 and \$188.00 to be paid through the Chapter 13 Plan.

STIPULATED AND AGREED:

/s/ Michelle Labayen

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